

INTERGOVERNMENTAL AGREEMENT REGARDING  
COURT CLERK COVERAGE FOR MUNICIPAL COURT

This Intergovernmental Agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, between the TOWN OF FREDERICK, a municipality and political subdivision of the State of Colorado ("Frederick"), and the TOWN OF FIRESTONE, a municipality and political subdivision of the State of Colorado ("Firestone").

WHEREAS, the parties have the need to provide a qualified municipal court clerk to cover court in the event the presiding clerk is unexpectedly unavailable due to unforeseen circumstances; and

WHEREAS, each Town employs a qualified municipal court clerk, knowledgeable in municipal court rules and procedures.

NOW THEREFORE, in consideration of the terms and conditions of this Agreement, the Parties agree as follows:

1. Each Party will make available to the other Party's municipal court its court clerk to provide coverage for a court session in the event the presiding municipal court clerk is unavailable at such times as are mutually agreeable to the Parties and to the extent such resources are deemed available by the Party lending the services of its court clerk.

2. Arrangements for such coverage will be made by the court clerk, or in her absence, the Town Administrator or Director of Operations, or their designees. Notwithstanding the foregoing, the court clerks shall work a schedule consistent with applicable ordinances, policies, and procedures and subject to the Fair Labor Standards Act.

3. The Party providing coverage for the absent court clerk will compensate its court clerk pursuant to the employment terms and conditions in place with its employee, and it is mutually agreed and understood that the court clerk is at all times an employee of the Party lending the services of its court clerk and not of the Party receiving such services. The court clerk providing coverage for the absent court clerk is not entitled to any compensation, overtime, or benefits of any kind, including, without limitation, pension rights or payments, insurance of any kind, reimbursement of medical expenses, vacation pay, sick leave or sick pay, from the municipality or municipal court for which coverage is provided. The Party [lending/receiving] the court clerk services shall pay for the mileage at the rate established by current IRS standards.

4. Either Party may terminate this agreement, with or without cause, by providing the other Party with 30 days written notice.

5. At least annually, the Parties agree to review the number of court sessions for which their court clerks have lent coverage to the other Party's municipal court, and in the event that one Party's court clerk has lent more coverage than the other Party's court clerk, the Party lending, such additional coverage may request the other Party to reimburse it for its costs, including but not limited to, overtime and mileage, in lending such additional service.

6. The Parties shall each carry general liability and automobile liability coverage in the minimum amounts established by the Colorado Governmental Immunity Act for protection from claims for bodily injury, death, property damage, or personal injury which may arise through the execution or performance of the Agreement. The Parties shall also carry worker's compensation and employer's liability insurance in the minimum amounts required by state law for their respective court clerks.

7. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity not a party to this Agreement. It is the express intention of the Parties hereto that any person or entity, other than the parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be incidental beneficiaries only.

IN WITNESS WHEREOF, the Parties have executed this Agreement, with full authority to do so, effective the date set forth above.

TOWN OF FREDERICK

By: \_\_\_\_\_  
Eric E. Doering, Mayor

ATTEST:

\_\_\_\_\_  
Nanette S. Fornof, Town Clerk

TOWN OF FIRESTONE

By: \_\_\_\_\_  
Chad Auer, Mayor

ATTEST:

\_\_\_\_\_  
Judy Hegwood, Town Clerk